

Bergen
 X 1980 - 1982

AGREEMENT

Board of Chosen Freeholders, County of Bergen

and

Bergen County Court Clerks' Association

Index

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Page

Article 1 - Recognition	1
Article 2 - Term of Agreement	1
Article 3 - Collective Negotiating Procedure	1
Article 4 - Management Rights	2
Article 5 - Discrimination & Coercion	3
Article 6 - Notification of Changes	3
Article 7 - Salary	3
Article 8 - Longevity	5
Article 9 - Health Benefits	5
Article 10 - Work Schedule	5
Article 11 - Pay During Absence	6
Article 12 - Vacation	14
Article 13 - Personal Leave	16
Article 14 - Holidays	16
Article 15 - Grievance Procedure	17
Article 16 - Applicable Laws	20
Article 17 - Changes, Supplements or Alterations	20
Article 18 - Dues Checkoff	20
Article 19 - Seniority Rights	20
Article 20 - Pension	21

AUG 26 1981

RUTGERS UNIVERSITY

This Agreement is made this 10 day of March, 1980, between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as "County" and the Bergen County Court Clerks' Association, hereinafter called the "Association". The parties agree as follows:

ARTICLE 1 - RECOGNITION

The County hereby recognizes the Association as the exclusive representative of the employees in the negotiating unit certified as Court Clerk in accordance with the certification of the Public Employee Relations Commission dated January 22, 1976, Docket No. RO-618.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 1980 through December 31, 1982 and the status quo as of the latter date shall remain in full force and effect until a new contract is executed.

ARTICLE 3 - COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional representatives of each party, plus counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1983 shall commence on or about September 6, 1982.

3. Negotiating sessions shall begin at the time and the date agreed upon and representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. The County retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by Civil Service; to hire and lay off employees in accordance with Civil Service procedure; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE 5 - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the County or any of its agents against the employees represented by the Association because of the membership or activity in the Association. Neither the County nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6 - NOTIFICATION OF CHANGES

Proposed new rules or modifications of existing rules governing working conditions, benefits or the creation of new or different job titles or positions affecting the Court Clerks shall be discussed with the Association by the department head, except for those matters which are solely within the province of the Assignment Judge.

ARTICLE 7 - SALARY

Employees covered by this Agreement who commenced employment as Court Clerks prior to January 1, 1980, shall receive salaries based upon the step system schedules attached hereto, as follows:

a. Effective January 1, 1980, the salary for Court Clerk shall conform to a step system schedule of seven (7) steps starting from a minimum base salary of \$11,750.00 per annum to a maximum base salary of \$19,256.00 per annum, as set forth in Schedule A annexed hereto (table of step system schedule showing all present

employees in their respective steps as of January 1, 1980).

b. Effective January 1, 1981, the salary for Court Clerk shall conform to a step system schedule of seven (7) steps starting from a minimum base salary of \$12,000.00 per annum to a maximum base salary of \$20,256.00 per annum as set forth in Schedule B annexed hereto (table of step system schedule showing all present employees in their respective steps as of January 1, 1981).

c. Effective January 1, 1982, the salary for Court Clerk shall conform to a step system schedule of seven (7) steps starting from a minimum base salary of \$12,500.00 per annum to a maximum base salary of \$21,256.00 per annum as set forth in Schedule C annexed hereto (table of step system schedule showing all present employees in their respective steps as of January 1, 1982).

d. Any newly appointed Court Clerk shall start at the minimum base salary for Court Clerk unless they were County employees at the time of appointment. In such case, they will start at the next lower salary step in the Court Clerks step system schedule, below their present salary, but in no event less than the minimum base salary for Court Clerk.

e. On the anniversary date of the newly appointed Court Clerk's date of hire, or transfer, he or she shall move to the next higher step on the salary schedule. Thereafter, on the first pay period of each subsequent calendar year, he or she shall move to the next higher step.

ARTICLE 8 - LONGEVITY

Lump sum payments shall be made to Court Clerks with unbroken continuous, long-term service to the County as follows:

- a. 6 through 8 years - \$100.00.
- b. 9 through 13 years - \$200.00.
- c. 14 through 18 years - \$400.00.
- d. 19 years and over - \$600.00.

Such lump sum payments shall be made in the first pay period of the month following the employee's date of hire.

ARTICLE 9 - HEALTH BENEFITS

Premiums for the current State Health Benefits Plan, now provided for County employees and their eligible dependents, shall continue to be paid by the County, or the County shall provide equivalent benefits. Employees must work at least 20 hours per week to be eligible for coverage.

The County agrees to provide a voluntary dental benefits plan for the Court Clerks which is the same as the plan provided for Council No.5, N.J.C.S.A. in its labor agreement with the County, for such portion of the term of this Agreement as such dental benefits plan is in effect for Council No. 5, and subject to the same terms and conditions of enrollment and participation (one-half the premium shall be paid by the County and one-half paid by the participating employee) as the plan provided for Council No. 5.

ARTICLE 10 - WORK SCHEDULE

The standard work week shall consist of five days, Monday through Friday with one hour off for lunch. The total work week is 32½ hours, or 65 hours each two-week period. Court Clerks shall receive a dinner allowance of \$4.00 for each day they are required to work beyond 5:00 p.m.

ARTICLE 11 - PAY DURING ABSENCE

1. **Unscheduled Absences** - If, for any reason, a Court Clerk is unable to report for duty, he must notify the department head as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. A Court Clerk absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

2. **Scheduled Absences** - When a Court Clerk is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

3. **Sick Leave.**

a. If the Court Clerk is unable to report to work due to illness or for any other reason, it is essential that the Court Clerks' department head or supervisor be notified, according to the department's procedure. Failure to give proper notification could result in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. The cause for the Court Clerk's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the department head. The department head retains the right in

sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a County physician if the department head has any questions as to the Court Clerk's condition.

c. Sick leave must be earned before it can be used. Should the Court Clerk require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the Court Clerk's credit from year to year during employment.

d. Sick leave is earned and accumulated in the following manner:

1. One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1½ per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month sick leave is not earned for that month.

e. Sick leave may be granted for:

1. Personal illness or accidental disability by reason of which the Court Clerk is unable to perform the usual duties of the position.

2. Serious illness of member of the Court Clerk's immediate family or household (as defined in Funeral Leave) requiring the Court Clerk's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a

period not to exceed three (3) working days.

3. In case of extended illness, the Court Clerk may use accrued Vacation Leave.

f. Accumulated sick leave is forfeited upon separation from County service, except as provided for under "Terminal Leave", hereafter.

4. Injury Leave.

a. Injury leave, as distinguished from sick leave, shall mean paid leave given to a Court Clerk due to absence from duty caused by an accident, illness or injury which occurred while the Court Clerk was performing duties and which is covered by Workers Compensation insurance.

b. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or wilful misconduct on the part of the Court Clerk. If a Court Clerk, absent from work due to an accident, illness or injury fails to fulfill all of the conditions necessary to receive compensation benefits, the Court Clerk shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

c. The payments enumerated above will be made for a period not in excess of ninety (90) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the Court Clerk may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

d. Use of injury leave - Court Clerks absent from duty due to an accident, illness or injury covered by Workers Compensation insurance, who have completed three (3) month's service, will be comepepsated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.

e. Contested injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event that the State determines in favor of the Court Clerk sick leave so charged shall be reccredited to the Court Clerk's sick leave accrual balance. In the event eligibility for payment is denied by the State, the Court Clerk shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

f. Medical proofs - In order to limit the obligation of the County for each new separate injury, the County may require the Court Clerk to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.

g. When a Court Clerk has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physi-

cian's prognosis as to the length of time before the Court Clerk can return to duty.

1. Additional reports shall be filed from the physician every two weeks thereafter indicating the current status of the employee's health and the time of the Court Clerk's anticipated return to duty.

2. In the absence of such certification, the Court Clerk shall be removed from injury leave.

5. Funeral Leave.

Court Clerks shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate families. Immediate families is defined and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the Court Clerk's household.

6. Terminal Leave.

A Court Clerk, upon retirement, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the Court Clerk elects:

Option 1. One-half of the Court Clerk's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effec-

tive date of his retirement, provided, however, that no such lump sum payment shall exceed \$12,000.00.

Option 2. One day of pay for each full year of service with the County of Bergen.

In addition, in the event of the death of an active employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that employee has been employed by the County for seven (7) consecutive years.

7. Leave of Absence

a. Leave without pay - A Court Clerk may for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

1. Ordinarily, a personal leave of absence will not be granted to a Court Clerk for the purpose of seeking or accepting employment with any other employer.

2. Personal leaves of absence are granted with the understanding that the Court Clerks intend to return to their County duties. If a Court Clerk fails to return within five (5) working days after the expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.

3. Court Clerks on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

8. Maternity Leave.

Upon her request, a female Court Clerk with permanent status, may be granted permission to use her accumulated sick leave for maternity purposes. If the request is approved, up to seventy-two (72) working days of sick leave with pay may be taken and/or a leave of absence without pay may be granted.

a. A Court Clerk requesting maternity leave should report her pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to Maternity Leave, the Court Clerk can ask her department head to schedule an appointment with the registered nurse in the Medical Clinic.

b. A Court Clerk while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the County.

9. Military Duty Leave.

If the Court Clerk has permanent status, he will be granted a leave of absence without pay, except for the first two weeks which will be with pay, if the Court Clerk is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three months after the Court Clerk's release from required military

service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

10. Military Training Leave.

A Court Clerk who is a member of the National Guard or Naval Militia of this State or of the military or naval forces of the United States required to undergo field training therein, shall be entitled to Military Leave of Absence with pay for the first two weeks of such training and Military Leave of Absence without pay for any additional period of training. He is required to provide a certified copy of his orders for military training to his department head prior to requesting leave for such training. Any military pay received while on such Military Training Leave shall be retained by the Court Clerk and shall be considered in addition to the regular salary he would have received from the County had he not been ordered to participate in such training. Military Training Leave granted shall be in addition to any Vacation Leave or Sick Leave to which the Court Clerk may be entitled.

ARTICLE 12 - VACATION

1. Vacation leave is earned and accumulated in the following manner:

a. One day per month in the first year for the first eleven (11) months, and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.

b. From the beginning of the second year to and including the fifth year, Court Clerks earn vacation at the rate of $1\frac{1}{2}$ days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, Court Clerks earn vacation at the rate of $1\frac{2}{3}$ days per month (20 days per year).

2. When the Court Clerk has completed his first six months of employment he may ask to take the balance of his vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, Court Clerks may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.

3. In the event of the termination of his employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the Court Clerk's final paycheck.

4. Earned vacation leave may be accumulated as set forth in the Civil Service Act.

5. If the Court Clerk resigns with proper notice, or plans to retire, he may be paid for his earned and unused vacation leave as of the effective date of his termination, but in no case for more than 2 years of unused vacation leave.

6. If the Court Clerk should die while employed, a sum of money equal to his earned and unused vacation leave shall be paid to his estate.

7. The salary paid to the Court Clerk while on vacation leave will be the same amount he would have earned had he worked regular straight time hours during his vacation period.

8. A Court Clerk on approved paid vacation leave or sick leave, will continue to accrue vacation leave, according to his length of service and regular work schedule.

9. If a holiday, observed by the County, occurs during the period of the Court Clerk's vacation leave, it is not charged against the balance of his vacation leave and he may request an equivalent day off.

10. Every effort shall be made to arrange vacation schedules to meet the individual desires of all Court Clerks, but all requests must be approved by the department head who may require that vacations be scheduled in other than the summer months. In the event of conflicts in proposed vacation schedules, preference will be given to the Court Clerk with seniority.

ARTICLE 13 - PERSONAL LEAVE

Each Court Clerk shall be entitled to one day of personal leave with pay for 1980, one day for 1981 and one day for 1982. Personal leave days may not be accrued. Department head must be notified in advance, and, except in case of emergency, prior approval of the department head must be obtained.

ARTICLE 14 - HOLIDAYS

1. The County agrees to furnish the following holidays with pay to all Court Clerks covered by this Agreement:

The holidays are as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

2. If a holiday falls during a Court Clerk's vacation, he shall be granted an additional day of vacation.

3. Holidays falling within a period of paid absence will entitle the Court Clerk to pay for such holidays. Periods of paid absences are: Sick Leave, Injury Leave, Terminal Leave, Jury Duty Leave, Maternity Leave and Vacation Leave.

4. When any of the above holidays falls on a Saturday, Court Clerks shall be off on the preceeding Friday; and whenever any of the above holidays falls on a Sunday, they shall be off

on the following Monday, subject however to the schedule of the Court.

ARTICLE 15 - GRIEVANCE PROCEDURE

1. In any case where a Court Clerk in the classified service, as defined in the Civil Service Rules of New Jersey, is suspended, fined or demoted by a department head for a period not exceeding five days, the Court Clerk may appeal the suspension, fine or demotion within five days thereof by filing a written request for an appeal with the office of the County Administrator with a copy to the department head.

2. The request for an appeal shall set forth a statement of the Court Clerk concerning the facts relating to the suspension, fine or demotion.

3. The County Administrator, or a Hearing Officer appointed by him, shall conduct a hearing on the appeal. The Court Clerk may represent himself or may be represented by an attorney and a representative of the Bergen County Court Clerks' Association.

4. The County Administrator shall issue to the Court Clerk a written decision either affirming the suspension, fine or demotion, modifying or reversing the same.

5. In any case where a permanent Court Clerk in the classified service, as defined in the Civil Service Rules for the State of New Jersey, is issued a Preliminary Notice of Disciplinary action involving: (1) suspension of more than five days at one time, (2) suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; (3) demotion; or (4) removal, he shall be afforded an opportunity

to be heard before the Hearing Board created by Resolution of the Board of Chosen Freeholders of Bergen County on June 19, 1968.

The Hearing Board shall make specific findings of fact and report its findings to the Board of Chosen Freeholders of Bergen County for its final consideration and determination. The procedures set forth in the Civil Service Rules for the State of New Jersey shall also be applicable.

6. A Court Clerk not in the classified service, defined in the Civil Service Rules for the State of New Jersey, appointed by resolution of the Board of Chosen Freeholders of Bergen County and serving at the pleasure of said Board is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said Court Clerk any right of a hearing or to an appeal.

7. The various standing committees of the Board of Chosen Freeholders are designated as the Hearing Board for disciplinary actions involving Court Clerks under the jurisdiction of the individual committee.

8. Such committees, when acting in the capacity of a Hearing Board, shall make specific findings of fact and report the same to the Board of Chosen Freeholders for its final consideration and determination.

9. Any grievance relating to the position, wages or working conditions of a Court Clerk shall be handled in the manner set forth below:

a. The Court Clerk should discuss the grievance with his immediate supervisor. He may be represented by an agent of Bergen County Court Clerks' Association. If he is not satisfied with the result of the discussion, he may file a written notice of grievance with his department head. If, for any reason, the Court Clerk does not wish to discuss the grievance with his supervisor, he may begin the procedure with the written notice to the department head.

b. The department head shall make a determination within five days and shall advise the Court Clerk in writing.

c. The Court Clerk may appeal the decision of the department head if he is unsatisfied with the result, by appealing to the County Administrator, forwarding copies of all previous writings on the matter. The County Administrator shall make a determination within ten (10) days and shall advise the Court Clerk and the President of the Bergen County Court Clerks' Association in writing.

d. If the grievances are not settled by the steps outlined above, the Association and/or the Court Clerk within ten (10) working days after a written decision shall have the right to submit only such grievances which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting the Court Clerk to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full

power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties.

ARTICLE 16 - APPLICABLE LAWS

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws, Civil Service Rules and PERC rulings.

ARTICLE 17 - CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provision of this Agreement may be changed, supplemented or altered, provided both parties agree.

ARTICLE 18 - DUES CHECKOFF

Payroll deductions for dues may be made upon the submission by the Association of notification by the Court Clerk authorizing the deduction of dues from his pay. The County Treasurer shall forward dues to the Association at regular intervals.

ARTICLE 19 - SENIORITY RIGHTS

Court Clerks shall be entitled to recognition for seniority in accordance with Title 4 of the New Jersey Administrative Code, Department of Civil Service, as well as the provisions of N.J.S.A. 11:22-10.1.

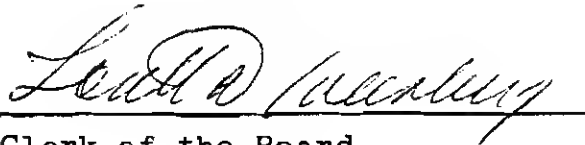
ARTICLE 20 - PENSION

The County shall continue in effect the Public Employees Retirement System pension plan now in force.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and attested by its proper officers on the day and year shown on page 1.

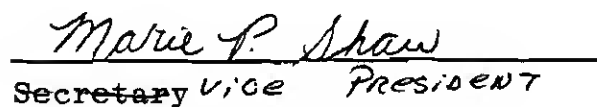
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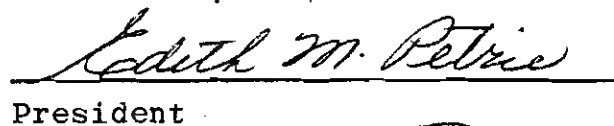
County of Bergen


Clerk of the Board


Freeholder Director

Bergen County Court Clerks' Association


Secretary Vice President


President



SCHEDULE A

JANUARY 1, 1980

<u>Step</u>	<u>Salary Amount</u>	<u>Court Clerk</u>
1	\$11,750	Enright, Garafalo
2	12,560	Kevil, Nucifora
3	14,280	DeLillo, Levin
4	16,050	Hart, Nizza, Altschul, Breselor, Bartley, Petrie
5	16,910	Chervony, Clark, Maloney, Shaw
6	17,720	Ferraro
7	19,256	Abrahamsen, Mariano, Glospe, Sydoryk, Dudas, Krehel, Richard, Horvath

SCHEDULE B

JANUARY 1, 1981

<u>Step</u>	<u>Salary Amount</u>	<u>Court Clerk</u>
1	\$12,000	
2	13,150	En right, Ga mafalo
3	13,960	Kevil, Nucifora
4	15,680	DeLillo, Levin
5	17,450	Hart, Nizza, Altschul, Breselor, Bartley, Petrie
6	18,710	Chervony, Clark, Maloney, Shaw, Ferraro
7	20,256	Abrahamsen, Mariano, Glospe, Sydoryk, Dudas, Richard, Horvath, Krehel

Schedule B

SCHEDULE C

JANUARY 1, 1981

<u>Step</u>	<u>Salary Amount</u>	<u>Court Clerk</u>
1	\$12,500	
2	14,700	Enright, Garafalo
3	15,510	Kevil, Nucifora
4	17,230	DeLillo, Levin
5	19,000	Hart, Nizza, Altschul, Breselor, Bartley, Petrie
6	20,260	Chervony, Clark, Maloney, Shaw, Ferraro
7	21,256	Abrahamsen, Mariano, Glospeie, Sydoryk, Dudas, Krehel, Richard, Horvath